



Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE

Technical Service Provider Entity Certification Agreement

By signing this Technical Service Provider (TSP) Entity Certification Agreement, I, <TSP OBR NAME> (Authorized Individual for <TSP ENTITY >), agree to the terms set forth below, which are required for certification as a Technical Service Provider Entity.

I understand that certification by the USDA qualifies me to provide technical services to Title XII of the Food Security Act of 1985 program participants and the USDA. Certification does not constitute federal employment or any other legal relationship with the federal government nor does it entitle me to any special benefits or rights. Further, I understand that my entity is not a Certified TSP Entity until the Natural Resources Conservation Service (NRCS): (1) determines that my entity certification application meets the requirements for certification set forth in 7 CFR Part 652, (2) signs this Certification Agreement, and (3) includes my entity name on the approved list of certified Technical Service Providers.

I. Certification Terms

A. USDA-NRCS Standards and Specifications

I am familiar with and agree to meet all applicable USDA-NRCS standards, specifications, and Farm Bill program requirements as set forth in USDA-NRCS guides, handbooks, and manuals for the technical services I provide.

B. Compliance with Applicable Laws and Regulations

I agree to comply with all applicable Federal, State, Tribal and local laws, and requirements for the technical services I provide, including but not limited to, 7 CFR Part 652. I further agree that I must be familiar with any unique criteria required at the State level for conservation practices or technical services before providing technical services in a particular State. I acknowledge that I must be aware of the State criteria and agree to familiarize myself with any such criteria by contacting the appropriate NRCS State official before providing technical services.

C. Work Quality

I agree to certify in writing on each plan or other technical service document submitted to USDA and the program participant that the technical service(s) completed and delivered: (1) complies with all applicable Federal, State, Tribal, and local laws and requirements, (2) meets applicable USDA standards, specifications, general and technical requirements, and program requirements, (3) is consistent with and meet the conservation goals and objectives for which the program agreement or contract was entered into by the program participant or USDA, respectively, and (4) incorporates alternatives that are both cost effective and appropriate to address the resource issue(s) and participant's objective(s).

D. Liability

I assume all legal responsibility for the technical services I provide, and I understand that the USDA shall have no responsibility or liability for any services I provide.

E. Quality Assurance

I agree to submit to quality assurance reviews by the USDA or its agents of the technical services I provide,

including providing any documentation requested by the USDA related to my provision of technical services. Upon discovery of a deficiency in the provision of technical services through the quality assurance process or other means, I agree to promptly remedy the deficiency within 30 days.

F. Documentation

I will develop and maintain documentation of the technical services I provide, including invoices, in accordance with USDA manuals, handbooks, and technical guidance and furnish this documentation to the local USDA Service Center office and the program participant when the particular technical service is completed.

G. Licensing Requirements

I will maintain, for the period of this certification, any licensing or similar qualification standards established by a professional organization, association, licensing board, or similar credentialing organization that are required for the type of technical services I provide. I also agree to maintain any Federal, State, Tribal or local laws that I identified in my Application for Certification and/or that are required for the type of technical services I provide.

Self-certification Statement selected by Authorized Individual for Entity: <TSP OBR NAME> on <DATE TSP SIGNED>:

I hereby certify that I possess and will keep current all the licensing, certifications, and registrations required under applicable Federal, State, Tribal, or local law for in order to provide lawfully the specific technical services for which I seek certification.

H. Duration of Certification, Cessation of Services, and Renewal Requirements

I acknowledge that my certification as a Technical Service Provider Entity is for a term of three (3) years from the date NRCS first signs this Certification Agreement. I will cease providing services as a certified Technical Service Provider Entity immediately upon the expiration of the NRCS certification of the Certified TSP individuals covered in this TSP Entity Certification Agreement, the lapse of any applicable licensing or similar qualifications standards, or the effective date of being decertified. If I wish to renew my certification as a Technical Service Provider Entity, I will submit an application for certification renewal within 60 days prior to the expiration of this certification.

I. USDA Non-Discrimination Statement

I agree that, in providing technical services, I have read, reviewed, and acknowledge the following USDA Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-

3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

J. Ethics

If performing TSP services as an NRCS Conservation Partner, I agree to not utilize NRCS resources or information systems for associated TSP operations which are not otherwise available to all Technical Service Providers.

K. Safeguarding Personally Identifiable Information (PII)

The United States Department of Agriculture (USDA) has made a risk management decision to exclude Information Security Awareness (ISA) training for technical service providers (TSP) who are applying for certification or being certified through the NRCS TSP Program. USDA has determined that TSP users do not have access to USDA systems, network, or sensitive data and therefore do not require ISA training for their limited access to the TSP Program registry platform or receiving training through AgLearn.

What is PII?

PII is ANY information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to an individual. Some PII is not sensitive, such as information found on a business card or official email signature block. This type of information does not require special handling. There is also PII, which if lost, compromised, or inappropriately disclosed, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Examples include: Social Security numbers (SSNs), financial account numbers, date of birth, and biometric identifiers (e.g., fingerprints and facial images). Other data elements such as citizenship or immigration status, account passwords, and medical information, in conjunction with the identity of an individual, are also considered PII. The context of the PII should be considered to determine potential risk impacts. Note that even when an individual's name is not present it may still be PII if it can be used to identify or be linked to an individual, and PII can also be created when information about an individual is made available or combined with other information.

Requirements for Protecting PII

- A. PII information in USDA records, whether in hard copy or electronic format, is protected from disclosure by Federal, USDA, and National Institute of Standards and Technology (NIST) Special Publication 800-122 requirements.
- B. The Privacy Act of 1974 protects individuals' sensitive information. This is the primary legislation that protects PII today.
- C. The e-Government Act of 2002, as amended, provides requirements for protecting Federal information, including privacy information.
- D. Section 1619 of the Food, Conservation, and Energy Act of 2008 protects confidential information provided to USDA by its participants.
- E. The Office of Management and Budget (OMB) provides guidance to the agencies of the Executive

Branch of the Federal Government on how to implement laws on protecting privacy information.

- F. Key OMB guidance regarding Federal agency responsibilities for maintaining records - about individuals and protecting PII includes Circular A-130 and Memorandum M-17-12.

USDA Directives Supporting the Privacy Act

USDA implements the Privacy Act through guidance in the “USDA Privacy Program,” as contained in several Departmental Manuals (or DMs) and Memoranda.

The USDA Privacy Program affirms that the privacy of an individual is a personal and fundamental right that should be respected and protected. USDA’s privacy policy is located at <https://www.usda.gov/privacy>.

Breach Notification

A breach includes the loss of control, compromise, unauthorized disclosure, acquisition, or access by someone who is not allowed access to that PII. OMB defines a breach as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses or potentially accesses PII, or an authorized user accesses or potentially accesses PII for any other than an authorized purpose.

Reporting a PII Incident

Please immediately report any suspected or confirmed PII incidents to the PII hotline at (877)-PII-2-YOU, or (877)-744-2968. The hotline is operational twenty-four hours a day, seven days a week. You can also e-mail cyber.incidents@ocio.usda.gov or contact the ASOC Hotline at (866) 905-6890.

By signing the TSP Entity Certification Agreement, I acknowledge receipt of the Safeguarding Personally Identifiable Information (PII) document, and I understand that pursuant to my role as an individual authorized to act on behalf of the TSP Entity to a client participating in a USDA program that I may be authorized by my client to have access to PII information in USDA records. I understand my responsibilities and will comply with my responsibilities to protect PII.

L. Disclosure of On-Line Information

I agree that the personal information (excluding private information like Social Security Number) I enter into my application for certification will be available online for public access. I understand that program participants seeking the services of a Technical Service Provider will have access to this information as well as other members of the public that access the “Find a TSP” on the National Technical Service Provider Website.

II. Additional Terms and Requirements Applicable to All Entities

A. Certified Individual and Authorized Individual

TSP Entity <TSP ENTITY > will identify the certified individuals who are authorized to perform technical services on behalf of the entity.

TSP Entity <TSP ENTITY > is required to have an individual identified, at all times, who is a certified Technical

Service Provider authorized to act on its behalf.

B. Changes to List of Certified Individuals

TSP Entity <TSP ENTITY > is required to request to amend the entity certification agreement within 30 days of any changes to the list of certified individuals employed by the entity.

C. Work Performed by Non-Certified Individuals

TSP Entity <TSP ENTITY > is required to be responsible for any work performed by non-certified individuals and the work will be assumed by a certified individual authorized to act on the entity's behalf.

D. Legal Responsibility for Work Performed

TSP Entity <TSP ENTITY > is required to be legally responsible for the work performed by any individual working for the entity under its certification.

<TSP OBR NAME> for <TSP ENTITY >

TSP Entity Authorized Individual

<DATE TSP OBR SIGNED>

Date

TSP Entity Authorized Individual:

TSP Number:

Mailing Address:

Phone Number:

E-Mail Address:

<TSP OBR NAME>

<TSP OBR NUMBER>

<TSP OBR ADDRESS>

<TSP OBR PHONE>

<TSP OBR EMAIL ADDRESS>

TSP Entity Name:

TSP Entity Number:

TSP Entity Mailing Address:

Phone Number:

E-Mail Address:

<TSP ENTITY NAME>

<TSP ENTITY NUMBER>

<TSP ENTITY ADDRESS>

<TSP ENTITY PHONE>

<TSP ENTITY EMAIL>

<REGIONAL CERTIFIER NAME>

TSP Regional Certifier

<DATE REGIONAL CERTIFIER SIGNED>

Date

The TSP Program Regional Certifier has delegated signatory authority on behalf of USDA-NRCS.

For specific State Technical Service Provider information, contact the NRCS Regional Technical Service Provider Coordinator listed on the TSP website.

This TSP Entity Certification Agreement <TSP ENTITY NUMBER> will expire on <TSP ENTITY EXPIRATION DATE>.

The list below includes the Certified TSP Employees covered in this TSP Entity Certification Agreement and the list of Technical Services (practice or activity) and locations where they are currently certified:

Associated Technical Service Providers



<ASSOCIATED TECHNICAL SERVICES PROVIDER TABLE>

Associated Technical Services
<ASSOCIATED TECHNICAL SERVICES TABLE>